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June 19, 2006

RECORDATION NO. 26304B FILED

JUN 27 '06

3-29 PM

SURFACE TRANSPORTATION BOARD



Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W., Room 700
Washington, DC 20006
Attn: Office of Recordations

Dear Secretary Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Release of Lien, dated as of June 14, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to a Memorandum of Loan and Security Agreement and Assignments of Rents and Lessor's Interest in Leases previously filed with the Board under Recordation Numbers 26304 and 26304-A.

The names and addresses of the parties to the enclosed document are:

Debtor: Titan Transit, Inc.
26 South Madison Street, Box 237
Oswego, Illinois 60453

Secured Party: Fifth Third Bank
222 South Riverside, 32nd Floor
Chicago, Illinois 60606

The enclosed document relates to one locomotive with a reporting mark V33.

Enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board for the recordation of this document.

FLETCHER & SIPPEL LLC

Mr. Vernon A. Williams
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Please return a stamped copy of each of the enclosed document to me.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James D. Helenhouse".

James D. Helenhouse
Attorney for Titan Transit, Inc.

Enclosures

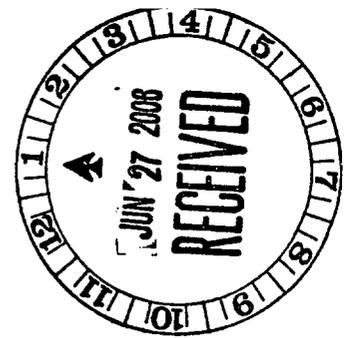
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PARTIAL RELEASE OF LIEN

SURFACE TRANSPORTATION BOARD



KNOWN ALL MEN BY THESE PRESENTS THAT:

WHEREAS, TITAN TRANSIT, INC., a Delaware corporation, ("Titan"), has heretofore executed and delivered the Loan and Security Agreement dated as of March 31, 2006 (the "Security Agreement") between FIFTH THIRD BANK, a Michigan banking corporation, as secured party (the "Secured Party"), and Titan; and

WHEREAS, pursuant to the Security Agreement, Titan granted to the Secured Party a lien on and security interest in, among other things, all locomotives then owned or thereafter acquired by Titan and all leases relating to such locomotives;

WHEREAS, to perfect and evidence the grant of the security interest to the Secured Party in all locomotives then owned or thereafter acquired by Titan, a Memorandum of Loan and Security Agreement and an Assignments of Rents and Lessor's Interest was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on April 17, 2006, under Recordation Numbers 26304 and 26304-A, respectively; and

WHEREAS, Titan has requested the Secured Party to release from the lien of the Security Agreement any right, title or interest which the Secured Party may have in or to one locomotive with a reporting mark V33 and any lease relating to said locomotive ("Released Locomotive"), other than the continuing lien of the Secured Party in and to any proceeds from the sale or other disposition by Titan of the Released Locomotive and Titan has represented and warranted to Secured Party that Titan has complied with all conditions of the Security Agreement precedent to such release.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, and pursuant to the authority vested by the Security Agreement in the Secured Party, the Secured Party does hereby RELEASE, REMISE, CONVEY AND QUIT CLAIM unto Titan, its successors and assigns (without representation, warranty or recourse of any kind), all of the right, title, lien, interest, claim or demand whatsoever which the Secured Party has or may have acquired under, through or by virtue of the Security Agreement or the Assignment of Rents and Lessor's Interest in and to the Released Locomotive, excepting, however, the continuing lien of the Secured Party in and to all proceeds realized by Titan from the sale or other disposition of the Released Locomotive.

THIS INSTRUMENT is executed upon the express condition that nothing herein contained shall be construed to release from the lien of the Security Agreement, or to impair said lien upon any property subject hereto, except the Released Locomotive.

IN WITNESS WHEREOF, the Secured Party has caused this instrument to be duly executed and delivered by its duly authorized officer as of this 14th day of June, 2006.

FIFTH THIRD BANK, as Secured Party

By: *Craig Schuth*
Name: Craig Schuth
Title: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 14 day of June, 2006 before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Craig Schuth to me a Vice President of Fifth Third Bank, a Michigan banking corporation, and duly authorized by authority of the board of directors or the by-laws of said banking corporation, in her/her capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said banking corporation, and further stated and acknowledged that he/she has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said national association, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14 day of June, 2006.

Caren Evers
Notary Public

My Commission Expires: 11-12-09

